opinions to be treated in New York as a misrepresentation of law. And ordinarily misrepresentations of law are still held to be not actionable. See *Easton-Taylor Trust Co.* v. *Loker* (Mo. App. 1918) 205 S. W. 87, 89. The courts, however, refuse to follow their distinction to this conclusion; they hold that foreign law being a fact, misrepresentation of it is actionable. *Van Slochem* v. *Villard* (1913) 207 N. Y. 587, 101 N. E. 467. They thus adopt the general rule. *Anderson* v. *Heasley* (1915) 95 Kan. 572, 148 Pac. 738; see *Travellers' Protective Ass'n of America* v. *Smith* (1914) 183 Ind. 59, 68, 69, 107 N. E. 283. The instant case then clearly shows the distinction actually made, even in New York, between misrepresentations of foreign and domestic law. The court holding that though the misrepresentations of New York and federal law did not avail the defendant, yet the misrepresentations of foreign law were fraud and grounds for rescission.

DEEDS—EFFECT OF DURESS BY THIRD PERSONS.—The plaintiff's husband was president and a director of a bank which became insolvent. Influenced by threats of physical injuries to the plaintiff, her husband, and two children, the plaintiff conveyed her own property to the defendant in trust for the bank's depositors. It appeared that some of the depositors had participated in making the threats. In an action to cancel the conveyance, *held,* for the plaintiff. *Barnette* v. *Wells-Fargo Nev. Nat. Bank* (D. C., N. D., Cal. 1922) 277 Fed. 110.

Threats of violence to members of the plaintiff's family constitute duress on the plaintiff. *Travis* v. *Unkart* (1916) 89 N. J. L. 571, 99 Atl. 320; *Schultz* v. *Catlin* (1891) 78 Wis. 611, 47 N. W. 946. A contract cannot be avoided on account of duress by a third person where the promisee did not participate in, or have knowledge of, the duress. *Smith* v. *Commercial Bank* (1919) 77 Fla. 163, 81 So. 154; *cf. Talley* v. *Robinson's Assignee* (Va. 1872) 22 Gratt. *888. A few jurisdictions reach a contrary result. *National Bank* v. *Cox* (1900) 47 App. Div. 53, 62 N. Y. Supp. 314; *Central Bank* v. *Copeland* (1862) 18 Md. 305; *cf. Valentine* v. *Lunt* (1889) 115 N. Y. 496, 505, 22 N. E. 29. The cases which hold the transaction void proceed upon the theory that an act done under duress is in legal contemplation not an act. The artificiality of such a theory is shown in the law of torts where A is held responsible for an assault on B when under duress by C. The doctrine that duress merely renders the transaction voidable has been applied to mortgages and deeds of trust. *Smith* v. *Commercial Bank, supra; Harper* v. *McGoogan* (1913) 107 Ark. 10, 154 S. W. 187. But where the grantee, or promisee, has notice of the duress practiced, he is not protected. *Fairbanks* v. *Snow* (1887) 145 Mass. 153, 13 N. E. 596; see *Moog* v. *Stang* (1881) 69 Ala. 98; *contra, Talley* v. *Robinson's Assignee, supra* (mere knowledge held insufficient). Duress, being similar to fraud, except that the contract springs from fear in the former and belief in the latter, should logically be treated for all purposes as fraud is treated. In the instant case the court found that all of the depositors had notice. The decision, therefore, is correct since the conveyance was voidable against some of the depositors as participators, and against the others because of their knowledge.

DESCENT AND DISTRIBUTION—FRAUD OF THE BENEFICIARY.—The complainant after the death of her husband asserted that X, whom she obtained from an asylum, was her child by the deceased. She did this in order that certain lands left by her husband's father might not pass to the remainderman for lack of issue. As the husband died intestate, his property passed to the guardian of the supposed son. The fraud was later discovered. The complainant was allowed to intervene in a suit by the remainderman against the defendant, the child's guardian. *Decreed,* that the defendant pay over to the complainant what was received under the distribution of the husband's estate on the ground that, since there was neither

estoppel nor gift, the property went to her as heir under the intestacy laws; two judges dissented on the ground that the complainant did not come into equity with clean hands. *In re Reeve's Guardianship; In re Anderson* (Wis. 1922) 186 N. W. 736.

Generally one's misdeeds will not bar him from taking property by descent. A wife's abandonment of her husband and even adultery will not bar her from taking by descent from his estate. *Nolen* v. *Doss* (1901) 133 Ala. 259, 31 So. 969. And *vice versa*. See *Somers* v. *Somers* (1911) 27 S. D. 500, 503, 131 N. W. 1091. Even where one spouse purposely causes the death of the other, the majority rule is that he or she can inherit. *Murchison* v. *Murchison* (Tex. Civ. App. 1918) 203 S. W. 423; *Hagan* v. *Cone* (1917) 21 Ga. App. 416, 94 S. E. 602; *contra, Van Alstyn* v. *Tuffy* (1918) 169 N. Y. Supp. 673. In the instant case, opposed to this rule that practically nothing will prevent the spouse of a childless intestate from inheriting his property, is the equity maxim that he who comes into equity must do so with clean hands. However, this is not applied where the result would be contrary to public policy. *Arado* v. *Arado* (1917) 281 Ill. 123, 117 N. E. 816. There have been cases of descent which have been held outside the maxim. *Huntzicker* v. *Crocker* (1908) 135 Wis. 38, 115 N. W. 340. But no case has been found where the policy of the descent laws has in itself been held sufficient to prevent its application; the instant case, in so holding, seems extreme.

EQUITY—CANCELLATION OF INSTRUMENTS—ALTERNATIVE DECREE.—The plaintiff was induced by the defendant's fraud to enter into a contract to exchange lands. On discovery of the fraud the plaintiff tendered a deed of the lands received by him, and brought an action for rescission. The defendant contended that he had already conveyed the land to B, but it was uncertain whether B purchased with notice. It was decreed that the defendant deed back the lands received from the plaintiff or pay him the original price thereof. On appeal, *held*, decree affirmed. *Marks* v. *Howkins* (Cal. 1922) 203 Pac. 1035.

A party to a contract for the sale or exchange of lands who can avoid the contract for breach of the other party may, at his election, sue for the breach or rescind the contract. See *Linscott* v. *Moseman* (1911) 84 Kan. 541, 545, 114 Pac. 1088. When the election has been rescission of the contract for failure to pay the purchase price, equity generally makes an alternative decree of payment or rescission. *Nelson* v. *Hanson* (1891) 45 Minn. 543, 48 N. W. 410. And where the basis for relief has been fraud there are instances where the court decreed either compensation for the fraud or rescission. *Jopling* v. *Dooley* (1830) 9 Tenn. 289; *Rowland* v. *Cowan* (1915) 95 Kan. 815, 149 Pac. 698. The necessity for an alternative decree does not frequently arise; and courts are generally reluctant to enter such a decree in an action based on fraud, as the defendant has the choice of alternatives. This objection does not exist in cases where failure to pay the purchase price gives a right to rescission, as the obvious policy there is to give the land to the defendant if he will comply with his contract. But a court of equity has the discretionary power of granting decrees in this form; and the decree in the instant case, although it gave alternative forms of rescission to the defendant, was entirely fair to the plaintiff as it placed the burden upon the defendant, either of clearing the title of the sale to B and reconveying to the plaintiff, or of paying the original value of the land.

FEDERAL TRADE COMMISSION—POWER TO PREVENT UNFAIR METHODS OF COMPETITION—DECEPTIVE PRACTICES.—The plaintiff manufactured underwear which was composed of only a small portion of wool mixed with other materials, but he sold the same labeled as "wool." The practice was general in the trade, so that no